

Case No.
May 1, 2019

Brodsky v. Credence
Summons & Complaint

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Jay Brodsky
240 East Shore Road, #444
Great Neck, NY 11023
Telephone: (973) 568-1666
E-mail: demcointerexport@yahoo.com
Plaintiff ProSe on Behalf of Himself

Case No. _____

**UNITED STATE DISTRICT COURT
DISTRICT OF UTAH**

THE MATTER OF:

JAY BRODSKY
PLAINTIFF

-against-

CREEDENCE RESOURCES
MANAGEMENT, LLC.
KAREN NEGI
DOES 1 through 5
DEFENDANT

Issues Before the Court:

• Telephone Consumer Protection
• Act 1991(TCPA)
• 47 U.S.C.A. § 227 et seq.,
• Sections 5(a), 5(m)(1)(A), and
• 16(a) of the FTC Act
• 15 U.S.C. §§ 45(a), 45(m)(1)(A),
• 53(b)
• Section 6 of the Telemarketing
• and Consumer Fraud and Abuse
• Prevention Act (Telemarketing
• Act)
• 15 U.S.C. § 6105
• Section 5(a) of the FTC Act,
• 15 U.S.C. § 45(a)
• FTC Telemarketing Sales Rule
• (“TSR”), as amended, 16 C.F.R.
• Part 310
• Truth in Caller ID Act of 2009
• 76-10-1802 (2), Utah Code
• Annotated 1953
• Anti Spoofing Act 2017
• NYS Bill S434

SUMMONS & COMPLAINT

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I. INTRODUCTION

1. On this 1st day of May, 2019, Jay Brodsky (PLAINTIFF) resides at 240 East Shore Road, Apartment 444, Great Neck, New York 11023 duly deposes that the facts as stated herein are true to the best of his knowledge.

II. VENUE AND JURISDICTION

2. Venue is appropriate under 28 U.S.C.A. § 1332 because, among other things: JAY BRODSKY, hereafter known as, 'PLAINTIFF' is a resident of New York State, County of Nassau; CREDENCE RESOURCE MANAGEMENT, LLC., hereafter known as, "CREDENCE," conducts business from their United States headquarters at, 17000 Dallas Pkwy, Suite 204, Dallas, TX 75248; directing their activities to residents of New York State, County of Nassau and to others similarly situated nationwide; a Utah corporation, registered agent, "Corporation Service Company," 15 West South Temple, Suite 1701, Salt Lake City, UT 84101.
3. Under the Federal Rules of Civil Procedure Rule 8 (Fed. R. Civ. P. 80), Plaintiff, hereby makes it known too, 'CREDENCE'; 'KARAN NEGI' hereafter known as 'NEGI' and Does' 1 through 5, that Plaintiff files this

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complaint at the United States District Court for the District Utah for reasons stated herein.

4. The Federal courts' jurisdiction is limited, and Federal courts generally may only hear a case if it involves a question of Federal law or where diversity of citizenship exists between the parties and the amount in controversy exceeds the jurisdictional minimum. See 28 U.S.C. §§ 1331, 1332. Federal question jurisdiction exists in all civil actions arising under the Constitution, laws, or treaties of the United States. 28 U.S.C. § 1331. A claim 'arises under' federal law when the federal question is presented on the face of the plaintiff's well-pleaded complaint. *Aetna Health Inc. v. Davila*, 542 U.S. 200, 207 (2004). The party asserting jurisdiction carries the burden of establishing subject matter jurisdiction. *Volvo Trucks N. Am., Inc. v. Crescent Ford Truck Sales, Inc.*, 666 F.3d 932, 935 (5th Cir. 2012).
5. This Utah District Court enjoys venue under 28 U.S.C. § 1391(a)(2) because all or a substantial portion of the events that gave rise to Plaintiff's claims transpired in this courts jurisdiction, including violations of the, Telephone Consumer Protection Act, 47 U.S.C. § 227 ("TCPA").

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6. Plaintiff demands a trial by jury of all issues so triable pursuant to Rule 38 of the Federal Rules of Civil Procedure.
7. The Plaintiff brings this putative action against the Defendants to secure redress for their violations of the, Telephone Consumer Protection Act, 47 U.S.C. § 227 (“TCPA”).
8. Plaintiff is one of many phone call recipients, believed to number in the thousands, who received illegal debt collection calls from ‘CREDENCE’.
9. Plaintiff brings this action to enforce the consumer privacy provisions of the TCPA and achieve redress and compensation for himself as a victim of Defendants illegal collection practices. In a case such as this, where individual damages are set by statute at \$500-\$1,500 per violation, the inclusion of punitive damages are best if not the only means of obtaining redress for the type of wide-scale, illegal telemarketing at issue, and is consistent both with the private right of action afforded to the aforesaid Plaintiff.
10. In this case however, the Defendants not only routinely used an, “Automatic Telephone Dialing System” (ATDS), as was directed towards Plaintiff on numerous occasions by agents associated with “CREDENCE” they also

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used a, "FICTITIOUS" or "SPOOFED" caller ID, which is illegal. Spoofed calls are typically "Redirected," meaning the caller ID being displayed originated from somewhere other than its actual location. This is done in an attempt to lull telephone call recipients into believing a call originated from a neighbor or someone residing close by. The Defendants illegally implemented the use of, "SPOOFED," or "FICTITIOUS," caller ID's in consonance to, "The Truth in Caller ID Act of 2009, Anti Spoofing Act 2017, 76-10-1802, Utah Code Annotated 1953 and NYS Senate Bill S434.

**III. THE TRUTH IN CALLER ID ACT OF 2009,
111 P.L. 331, 124 Stat. 3572
Prohibition on Provision of Inaccurate Caller Identification Information**

11. (a) In general-- It shall be unlawful for any person within the United States, in connection with any telecommunications service or IP-enabled voice service, to cause any caller identification service to knowingly transmit misleading or inaccurate caller identification information with the intent to defraud, cause harm, or wrongfully obtain anything of value, unless such transmission is exempted pursuant to paragraph (3)(B).

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(b) **In general.**--Any person that is determined by the Commission, in accordance with paragraphs (3) and (4) of section 503(b), to have violated this subsection shall be liable to the United States for a forfeiture penalty. A forfeiture penalty under this paragraph shall be in addition to any other penalty provided for by this Act. The amount of the forfeiture penalty determined under this paragraph shall not exceed \$10,000 for each violation, or 3 times that amount for each day of a continuing violation, except that the amount assessed for any continuing violation shall not exceed a total of \$1,000,000 for any single act or failure to act.

IV. 76-10-1802 (2) - MISREPRESENTATION OF CALL OR TEXT COMMUNICATION IDENTIFICATION

12. (2) It is unlawful for any person or individual, in connection with any telecommunications service or VoIP voice service, to knowingly cause any caller identification service or text message service to transmit false, misleading, or inaccurate caller or text message identification information with the intent to harm the recipient of the call or text message.

V. NEW YORK STATE SENATE BILL S434

13. Section one amends the general business law by adding a new section

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399-ppp. Subdivision I of section 399-ppp provides that it shall be unlawful for any business entity, in connection with any telecommunications service or VoIP service, to cause any caller identification service to transmit false caller identification information when making a call to any person within the state with the intent to defraud or harass.

14. ‘KARAN NEGI,’ as Chief Executive Officer of a Utah Corporation, is personally liable for the acts alleged in this Complaint pursuant to 47 U.S.C. § 217 of the Telephone Consumer Protection Act, which states;

The act, omission, or failure of any officer, agent, or other person acting for or employed by any common carrier or user, acting within the scope of his/her employment, shall in every case be also deemed to be the act, omission, or failure of such carrier or user as well as of that person, 47 U.S.C. § 217 (emphasis added).

Texas v. American Blastfax, Inc., 164 F.Supp.2d 892, 899 (W.D. Tex. 2001)

(“American Blastfax”); Sandusky Wellness Center, LLC v. Wagner

Wellness, Inc., 2014 WL 1333472, at * 3 (N.D. Ohio March 28, 2014);

Maryland v. Universal Elections, 787 F.Supp.2d 408, 415-16 (D.Md. 2011)

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(“Universal Elections”); Baltimore-Washington Tel Co. v. Hot Leads Co.,
584 F.Supp.2d 736, 745 (D.Md. 2008); Covington & Burling v. Int’l Mktg.
& Research, Inc., 2003 WL 21384825, at *6 (D.C.Super Apr. 17, 2003);
Chapman v. Wagener Equities, Inc. 2014 WL 540250, at *16-17 (N.D.Ill.
Feb. 11, 2014); Versteeg v. Bennett, Deloney & Noyes, P.C., 775 F.Supp.2d
1316, 1321 (D.Wy.2011) (“Versteeg”)

VI. THE PARTIES:

PLAINTIFF:

15. JAY BRODSKY, 240 East Shore Road, Apt. 444, Great Neck, New York
11023;

DEFENDANTS:

16. CREDENCE RESOURCE MANAGEMENT, LLC., 17000 Dallas Pkwy,
Suite 204, Dallas, TX 75248;
17. KARAN NEGI, 17000 Dallas Pkwy, Suite 204, Dallas, TX 75248;
18. DOES’ 1 THROUGH 5, Plaintiff is presently unable to confirm which of
‘CREDENCES’ wholly owned subsidiaries and/or affiliated companies;
DOES’ 1 through 5 are liable for the claims asserted herein. Discovery will
allow Plaintiff to proceed with naming additional, ‘CREDENCE,’ affiliated

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and owned companies. Other persons identities included in DOES' 1 through 5, whose identities are unknown to Plaintiff participated in the events alleged herein which give rise to the claims asserted by Plaintiff.;

19. At all times material to this complaint, 'KARAN NEGI,' is known to have controlled in fact, and was/is a corporate officer of, 'CREDENCE' and to the best of Plaintiffs knowledge, personally directed their telemarketing practices as Chief Executive Officer.
20. At all times material to this complaint, 'DEFENDANTS' conducted their daily operations from a main business address in DALLAS, TEXAS, as well as others in San Jose, California; Mumbai, India; Bellevue, Washington and Pune, India; using the same equipment and same employees, and held themselves out to the public under the business name, 'CREDENCE RESOURCE MANAGEMENT.'

VII. THE TELEPHONE CONSUMER PROTECTION ACT

21. In 1991, Congress enacted the, "TCPA" to regulate the explosive growth of the telemarketing industry which today is believed to have put forth nearly, SIXTY BILLION (60,000,000,000) illegal telemarketing calls (according to [F]TC statistics) to consumers over the past few years of which are expected

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to grow exponentially if something isn't done to stop them. In so doing, Congress recognized that "unrestricted telemarketing . . . can be an intrusive invasion of privacy with 5-10% of those illegal calls resulting in recipients of these calls being scammed out of, Thousands of Dollars each thereby making these calls ¹costly and dangerous to the well being of mostly senior citizens who are more vulnerable to these types of calls. The, "Telephone Consumer Protection Act of 1991," Pub. L. No. 102-243, 105 Stat. 2394 (1991), codified at 47 U.S.C. § 227 (TCPA). The TCPA amended Title II of the Communications Act of 1934, 47 U.S.C. § 201 et seq.

22. The TCPA's most severe restrictions address telemarketing calls put forth to residential and cellular telephone lines. In enacting the statute, Congress stated that banning these calls was/is "the only effective means of protecting telephone consumers from this nuisance and privacy invasion." Id. § 2(10) and (12); see also Mims, 132 S. Ct. at 745.

¹ By **TRACEY KAPLAN** | tkaplan@bayareanewsgroup.com | Bay Area News Group
PUBLISHED: July 8, 2018 at 9:00 am | UPDATED: July 10, 2018 at 5:25 am

They boldly prey on the elderly and other vulnerable groups like immigrants and small businesses by impersonating a variety of agencies, from the IRS to student-loan collectors. In the latest shakedown, immigrants in New York City reported being swindled out of millions of dollars by Mandarin-speaking scammers pretending to be from the Chinese consulate and demanding money to protect victims' U.S. legal status.

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23. Accordingly, the TCPA prohibits persons/companies from initiating debt collection calls to residential telephone lines and cell phones using a prerecorded voice messaging or by using an, “Automatic Telephone Dialing System,” commonly referred to as, “ATDS,” to call and deliver messages without the prior express consent of the called party pursuant to, 47 U.S.C. § 227(b). Especially prohibited is the use of, “SPOOFED,” caller ID’s as stated herein.
24. For autodialed telemarketing or collection calls made to cellular telephones and landlines prior to October 16, 2013, the telemarketer must show they had a consumer’s prior expressed written consent to call via pre-recorded or auto dialed messages.
25. For autodialed telemarketing calls made to cellular telephones and landlines on or after October 16, 2013, the telemarketer must show prior expressed written consent (a) bearing the signature of the person who is/was being dialed and thereby providing consent; (b) written consent must specify the telephone number to which the person consenting is to be called; (c) it must show clearly that it authorizes the company to call the person being dialed by use of an autodialer or prerecorded message for debt collection

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purposes; and (d) providing consent is not a condition of purchasing goods or services. See In re Rules & Regs.

VIII **IMPLEMENTING THE TCPA**
27 FCC Rcd 1830, 1844 ¶ 33 (2012)

26. For calls dialed on or after October 16, 2013, having an established business relationship exemption is no longer applicable.
27. On May 9, 2013, the [F]CC released a Declaratory Ruling holding that a, Corporation, or other entity that contracts out its telephone marketing “may be held vicariously liable under federal common law principles of agency for violations of . . . section 227(b) . . . that are committed by third-party telemarketers.”
28. More specifically, the [F]CC 2013 Ruling held that, even in the absence of evidence of a formal contractual relationship between the seller and the telemarketer, a seller is liable for telemarketing calls if the telemarketer “has apparent (if not actual) authority” to make the calls. [F]CC 2013 Ruling, 28 [F]CC Rcd at 6586 ¶ 34.
29. The [F]CC has rejected a narrow view of TCPA liability, including the assertion that a seller’s liability requires a finding of formal agency and

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immediate direction and control over the third-party who placed the debt collection call.

30. Under the TCPA, a seller of a product or debt collector may vicariously be liable for a third-party marketer's violations of Section 227(b), even if the seller/collector did not physically dial the illegal call or even if a debt owner did not directly control the debt collector who did.
31. A ²seller is liable under Section 227(b) when it has authorized a telemarketer to market its goods, services or collect a debt illegally.
32. Additionally, a debt collector may be vicariously liable for a Section 227(b) violation under principles of apparent authority and ratification.
33. The [F]CC 2013 Ruling further clarifies the circumstances under which a telemarketer has apparent authority:

Apparent authority may be supported by evidence that the seller allows the outside sales entity access to information and systems that normally would be within the seller's exclusive control, including: access to detailed information regarding the nature and pricing of the seller's products and services or to the seller's customer information. The ability by the outside sales entity to enter consumer information into the seller's

² In re Joint Petition Filed by DISH Network, LLC et al. for Declaratory Ruling Concerning the TCPA Rules, CG Docket No. 11-50, 28 FCC Rcd 6574, 6574 ¶ 1 (2013) ("FCC 2013 Ruling").

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sales or customer systems, as well as the authority to use the seller's trade name, trademark and service mark may also be relevant. It may also be persuasive that the seller approved, wrote or reviewed the outside entity's telemarketing scripts. Finally, a seller would be responsible under the TCPA for the unauthorized conduct of a third-party telemarketer that is otherwise authorized to market on the seller's behalf if the seller knew (or reasonably should have known) that the telemarketer was violating the TCPA on the seller's behalf and the seller failed to take effective steps within its power to force the telemarketer to cease that conduct.

.....

34. The [F]CC, 2013 Ruling, further held that, even in the absence of evidence of a formal contractual relationship between the debt owner and the debt collector, a debt owner is liable for collection calls if the debt collector 'has apparent (if not actual) authority' to make the calls.
35. 'NEGI,' is personally liable for the acts alleged in this Complaint pursuant to 47 U.S.C. § 217 of the Telephone Consumer Protection Act, which reads *inter alia*:

"The act, omission, or failure of any officer, agent, or other person acting for or employed by any common carrier or user, acting within the scope of his employment, shall in every case be also deemed to be the

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act, omission, or failure of such carrier or user as well as of that person.” 47 U.S.C. § 217 (emphasis added).

IX. FACTS & STANDING

The Illegal Telemarketing Campaign at Issue

36. At all times relevant to this Complaint an unknown debt owner, authorized, “CREDENCE,” to collect a debt on its behalf using ‘CREDENCES’ trade name.
37. The trademarks and trade-names belonging to ‘CREDENCE’ are widely known due to an extravagant internet and telemarketing campaign.
38. ‘CREDENCE’ contacted Plaintiff by phone on numerous occasions over the last year in an attempt to locate an inexplicable person, ‘SANDY MARTIN.’ Plaintiff emphatically conveyed during each phone call received that he does not know, nor has he ever known an individual person by the name, ‘SANDY MARTIN.’
39. During those numerous phone calls, ‘CREDENCE’ or agent’s purporting to represent the interests of, “CREDENCE,” had been informed that Plaintiff demanded they stop calling him. All efforts by Plaintiff to further prevent ‘CREDENCE’ from calling repeatedly fell on deaf ears.
40. Some of the caller ID’s associated with ‘CREDENCE’ calls were,

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(973) 755-7534, (973) 679-7361, (973) 568-1360, (973) 568-4829,
(973) 568-4128, (973) 568-7349, (973) 307-9484, (973) 568-6725,
(973) 568-2614, (973) 568-3426. Telephone numbers that are not
associated with, 'CREDENCE,' a company domiciled in the State of Texas.

41. 'CREDENCE,' somehow gained access to Plaintiffs' private information
from an unknown third party, in order to erroneously tailor its collection
effort to the wrong party being called.

42. Other spoofed telephone numbers associated with 'CREDENCE' denoted
by, 'LEMBERG LAW' include:

(412) 566-8441, (412) 785-1043, (805) 253-7003, (805) 253-7003,
(805) 253-7073, (502) 305-2315, (844) 218-3103, (844) 475-9134,
(855) 880-4795, (210)-944-1791, (317)-854-0859, (317)-854-0961,
(408)-775-7337, (512)-428-8674, (601)-974-3582, (855)-876-5351,
(855)-876-5380, (855)-875-4065, (855)-752-9257³;

43. At all times relevant to this lawsuit, 'CREDENCE,' had the ability to
supervise, monitor, and control the conduct of their agents, but instead

³ **Sergei Lemberg** is a consumer rights attorney, practicing since 2006.^[1] He filed the first known lawsuit to involve an autonomous car crash,^[2] and others.^{[3][4]} His firm also prosecutes overtime violators,^[5] food marketers,^[6] as well as hundreds of cases a month against robocallers,^{[7][8]} and automotive lemon manufacturers

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consciously turned a 'blind eye' to its illegal conduct, while concomitantly accepting the benefits of those illegal acts.

44. At all times relevant to this lawsuit, 'CREDENCE' had the authority to issue a "CEASE & DESIST," order to its agents and subsidiaries thereby revoking their ability to harass the Plaintiff using, "CREDENCES" widely recognized name.
45. At all times relevant to this lawsuit, 'CREDENCE' had the authority to issue a "CEASE & DESIST," order to its agents thereby revoking its authority to collect debts on "CREDENCES" or unknown debtors behalf.
46. At no time did 'CREDENCE' issue such a "CEASE & DESIST," order to its agents or subsidiaries.
47. At all times relevant to this lawsuit, 'CREDENCE' allowed its authorized agents and subsidiaries to call Plaintiff using the 'CREDENCE' trade name and/or trademarks belonging to, 'CREDENCE.'
48. By allowing, 'CREDENCE, debt collectore and its subsidiaries to harass Plaintiff using the 'CREDENCE,' trade name and by allowing debt collectors to use its trademarks, 'CREDENCE' purposely led consumers

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to believe that its agents and subsidiaries had the authority to act on the

'CREDEX' Defendants' behalf.

49. 'CREDEX,' and its subsidiaries, even provided its agents permission to

invoke the, 'CREDEX,' website thereby, affirming to perspective debtors

and to unknown persons that, "CREDEX" and its agents were, in fact,

legitimately associated with the debt collectors calling.

X. The Massive Scope of Illegal Telemarketing At Issue

50. The scope of the illegal telemarketing campaign at issue in this case is

confirmed by records contained with the Federal Trade Commission Do Not

Call Registry Database and by past class action litigation addressing these

same issues:

Jay Brodsky registration information FTC Do-Not-Call Directory:

(a) Thank you for registering your phone number with the
National Do Not Call Registry. You successfully registered your
phone number ending in **3424** on **October 08, 2017**. Most
telemarketers will be required to stop calling you 31 days from
your registration date.

(b) Thank you for registering your phone number with the
National Do Not Call Registry. You successfully registered your
phone number ending in **1666** on **October 08, 2017**. Most
telemarketers will be required to stop calling you 31 days from
your registration date.

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51. Plaintiff at NO time provided 'Prior Express Consent' to receive autodialed, pre-recorded or spoofed debt collection calls from 'CREDENCE' to locate an inexplicable person 'SANDY MARTIN'.

52. The scope of, 'CREDENCE,' illegal telemarketing campaign as evidenced by records of consumer complaints obtained in response to Freedom of Information Act requests:

(a) BRIDGES v. CREDENCE RESOURCE MANAGEMENT, LLC.

(November 13, 2015) United States District Court, N.D. California, No. 3:15-cv-05176-JST;

(b) PEREZ v. CREDENCE RESOURCE MANAGEMENT, LLC. (August 24, 2016) United States District Court, C.D. California, No. 2:16-cv-06366;

(c) FLORENCE MORRIS v. CREDENCE RESOURCE MANAGEMENT LLC, USDC Southern District of California, 3:18cv132, 1/19/2018;

(d) GOMEZ v. CREDENCE RESOURCE MANAGEMENT, LLC., Case No. 2:16-cv-01256 in the United States District Court for the Central District of California Western Division of Los Angeles;

BETTER BUSINESS BUREAU COMPLAINTS TCPA INCLUDE:

(a) **11/26/2018**—Constant calls no voicemails left. These people continuously harass me daily with their constant calling. They never leave a voice mail either. They also reported an account to

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my credit report without even sending me any proof of this so called 109 debt. Stop harassing me!!!!

(b) **11/19/2018**—Frequent calls without any verification of debt from this company. Have received numerous number of calls, several times a day, from this company since Oct 31st claiming I have an outstanding debt with ATT. The calls come in from various numbers, the person is hard to understand and does not verify the contents of the call. I have clearly expressed to the company to first send a letter regarding the debt and I have yet to receive one. I have asked this twice. I reported to the company once letter is received and verified, I will address the debt; however, the company has yet to do so but continues in their onslaught of calls. During conversation, the person will not even disclose the amount of debt owed after I verified who I was.

(c) **11/02/2018**—I received a call from this business at 5:30 am on November first which is a huge fdcpa violation. Also prior to that I made a complaint to them about them calling back to back receiving almost 10 call/day and they did nothing about it. I feel harassed and in danger by this company. please help!

(d) **11/06/2018**—They have continually harassed the business (now nonexistent) about falsely unpaid AT&T debts for years. We have paid all of our AT&T bills. Credence Resource Management continues to call us and references a phone number that at no point was associated with our property. I have asked for evidence of an unpaid on multiple occasions and received nothing after providing my email. They just sent an old account statement as a PDF, but the document is password protected. They have been able to substantiate these charges for years and continue to harass me for money. Additionally, the business entity they are trying to collect from no longer exists. The address they reference on the purported evidence is associated with the business address of a former partner of the ownership group. I have been patient. I have been kind. And at this point, it's impossible for me to continue exercising any patience with Credence Resource Management.

(e) **10/16/2018**—Have called multiple times and I have spoken on the phone. It is a scam per the message boards on AT&T. When I pressed them for info, they hung up. They call multiple times a week. Not real, as we checked with vendor and do not owe anything.

THERE ARE FAR TO MANY COMPLAINTS TO ANNOTATE AND INCLUDE IN THIS COMPLAINT!

53. In June of 2016, the United States District Court for the Northern District of West Virginia under the “TCPA” denied a motion to dismiss filed by “Got Warranty Inc.” as well as co-defendants N.C.W.C. and Palmer Administrative Services. The defendants filed a motion to dismiss the

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“TCPA” class action on the ground that the plaintiff’s did not suffer concrete harm by receiving telephone calls from the defendants who implemented the use of an “Automatic Telephone Dialing System” (ATDS) to the plaintiffs cellular telephones. The court relied on *Spokeo v. Robbins*, found to the contrary, expressly holding that, “unwanted phone calls cause concrete harm”. The court also found “intangible harm” caused by telephone calls that violate “TCPA,” such as “invasion of privacy,” wasting a consumers time or causing risk of injury due to interruption of concentration while driving. In addition the drainage of a cellphone battery and the cost for electricity to charge the battery is concrete material harm. Therefore, a claim of this magnitude deserves to be heard in court.

54. A formal request to the Federal Trade Commission has been put forth by Plaintiff for telephone records and complaint records pertaining to present and past inquiries by consumers against, “Credence,” for the violation of “TCPA”.

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XI. THE LEGAL BASIS OF THE CLAIMS

55. The Plaintiff's claim arises pursuant to the provisions of the TCPA, a Federal Statute enacted to prohibit unreasonable invasions of privacy via certain debt collection practices.
56. There are questions of law and fact common to Plaintiff's, including but not limited to the following:
- (a.) Whether or not 'CREDENCE' contravened the TCPA by engaging in acts of promulgating unsolicited prerecorded and/or autodialed debt collection calls to residential, business and/or cellphone lines?
 - (b.) Whether or not 'CREDENCE' and its agents illegally called debtors nationwide to collect debts on behalf of unknown Doe Defendants?
 - (c.) Whether or not 'CREDENCE' agents engaged in promulgating unsolicited ATDS debt collection calls to Plaintiff in order to locate an unknown person 'SANDY MARTIN?'

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- (d.) Whether or not, Plaintiff is entitled to statutory

and punitive damages as a result of the

'CREDENCE' illegal actions?
- (e.) Whether or not an agency relationship existed

between, 'CREDENCE' and 'NIGEL' on behalf of

unknown Doe Defendants?
- (f.) Whether or not 'CREDENCE' and 'NEGIL' had

the ability to control the collection practices of its

agents and subsidiaries?
- (g.) Whether or not 'CREDENCE' provided its agents

with the authority to collect debts on

'CREDENCE' and unknown 'DOES' behalf?

and
- (h.) Whether or not 'NEGIL' and unknown

'DOE' Defendants ratified, "CREDENCE," illegal

acts?

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XII.

CAUSES OF ACTION

COUNT ONE

VIOLATION OF THE TCPA: 47 U.S.C. § 227(b):

PRE-RECORDED MESSAGES

57. Plaintiff re-alleges and incorporates the foregoing allegations contained in, 1 through 56, as set forth fully in this Complaint.
58. The TCPA makes it unlawful to initiate any telephone call, to any residential or cell phone telephone line, using an ATDS, artificial or prerecorded voice or to deliver any message, advertisement or solicitation of any kind without prior expressed written consent of the called party being dialed.
59. Plaintiff alleges that the Defendants jointly engaged in an illegal collection scheme, thereby violating of the provisions set forth within the TCPA's prohibition against telemarketing using an ATDS.
60. Plaintiff alleges that such violations of the TCPA were both willful and negligent.
61. As a result of Defendants willful actions, Plaintiff is thereby entitled to have his rights, status, and legal relations relating to Defendants' use of collection via ATDS determined under the TCPA through these actions.

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COUNT TWO

INJUNCTIVE RELIEF TO BAR FUTURE TCPA VIOLATIONS

62. The Plaintiff re-alleges and incorporates the foregoing allegations as set forth within, 1 through 61, of this Complaint.
63. The TCPA expressly authorizes the Court to issue injunctive relief against Defendants to prevent further violations of the TCPA from being inflicted against Plaintiff.
64. Plaintiff, respectfully petitions the Court to order that all of the Defendants, including but not limited to their employees, agents, or other affiliates of, “CREDENCE,” to immediately CEASE & DESIST, from engaging in any further unsolicited debt collection calls directed to Plaintiff and others similarly situated thereby preventing further violations of the, TCPA.
65. **WHEREFORE**, Plaintiff respectfully requests the Court to enter a judgment for each count in his favor, thereby providing the following relief:
- (a) As to Count I, statutory damages of \$500 per violation, or up to \$1,500 per violation if proven to be willful; and punitive damages as the Court see’s fit;

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- (b) As to Count II, a permanent injunction prohibiting

the 'CREDENCE, including but not limited to,

its employees, agents, or other affiliates, to

immediately CEASE and DESIST from further

engagement in all further unsolicited debt

collection calls directed to Plaintiff in violation of

the TCPA;
- (c) Enter the severest penalties possible, \$10,000.00

per phone call, against 'CREDENCE' for engaging

in the illegal act of, 'SPOOFING,' as set forth in

'THE TRUTH IN CALLER ID ACT OF 2009';

and
- (c) Punitive damages as the Court determines just and

proper.

XIV. JURY DEMAND

The Plaintiff demands a trial by jury in conjunction with the Constitution and (FRCP) Rule 38, for all claims in front of this Court.

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PLAINTIFFS AFFIRMATION

On this 1st day of May, 2019, JAY BRODSKY, resides at, 240 East Shore Road, Apartment 444, Great Neck, New York 11023; duly deposes' under penalty of perjury, that the facts as stated herein are true to the best of his knowledge.

Signed this 1st day of May, 2019 at Great Neck, New York;

Jay Brodsky, Plaintiff, Self Represented

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PRESERVATION OF IMPORTANT INFORMATION

1. Pursuant to Federal Rule 37(a) of the Federal rules of Civil Procedure, Plaintiff demands from 'CREDENCE,' and its' affiliates, subsidiaries, associates, collaborators, accomplices, partners, subordinates, branches, chapters, divisions and all other ancillary federated forces, produce and furnish to the undersigned JAY BRODSKY, 240 East Shore Road, Apt. 444, Great Neck, N.Y. 11023, all documents and/or information pertaining to an unknown debtor, 'SANDY MARTIN.'
2. The circumstances or reasons such disclosure is sought or required are to produce evidence on behalf of the Petitioner, Jay B. Brodsky, and all or some of the documents referred to below are not in the possession, custody or control of the Petitioner and/or has been produced previously.
3. Disclosure is being sought from 'CREDENCE' because, upon information and belief, 'CREDENCE' possesses information material and necessary in the prosecution of this action that is not reasonably available from any of the parties. 'CREDENCE' is required to produce at a future time and place the documents in its possession, custody and control.
 - (a) The term "document" is intended to be comprehensive and to include, without limitation, all original writings of any nature whatsoever, copies and drafts which, by reason of notes, changes, initials, or identification marks not identical to the original, and all non-identical original copies thereof. In all cases where original and/or non-original copies are not available,

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‘document’ also means identical copies of original documents and copies of non-identical copies.

(b) The term ‘document’ includes, but is not limited to, correspondence, electronic mail (e-mail), text messages, memoranda, contracts, leases, agreements, invoices, credit memoranda, credit files, records, data sheets, purchase orders, tabulations, reports, bills of lading, evaluations, work papers, summaries, opinions, journals, statistical records, sales reports, financial reports, checks, notes, transcriptions, telegrams, teletypes, telex messages, telefaxes, recordings go telephone calls, and other communications, including but not limited to notes, notations, memoranda and other writings of or relating to telephone conversations and conferences, minutes, and notes of transcriptions of all meetings and other communications of any type, microfiche, microfilms, dico-belts, tapes and other records, logs and any other information which is stored or carried electronically, by means of computer equipment or otherwise, and which can be retrieved in printed, graphic, or audio form.

(c) The term ‘relating to’ includes referring to, embodying, in connection with, commenting on, corresponding to, sharing, describing, concerning, analyzing, reflecting, or constituting.

(d) Terms in the plural include the singular and terms in the singular include the plural.

4. A request that the party produce documents in the party’s possession means that the party must produce all documents in possession of the party,

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and all documents belonging to the party in the possession of the party's representatives, agents or employee's.

5. If any documents described in this request were, but no longer are in 'CREDENCE' possession or subject to 'CREDENCE' custody or control, or in existence, please state whether it is missing or lost; whether it has been destroyed; whether it has been transferred, voluntarily or involuntarily, to others; or whether it has been disposed of otherwise. In each instance explain the circumstances surrounding such disposition and identify the person directing or authorizing same, and the date thereof. Identify each such document by listing its author, and the authors address, type of document (e.g., letter, memorandum, telegram, chart, or photograph), date, subject matter, present location and custodian, and state whether the document (or copies) are still in existence.
6. If any document described in this request is withheld on the basis that it is privileged, please state the factual and legal basis for the privilege asserted, the type of document that has been withheld, the date of the document, the general subject matter of the document, the author or creator of the document, and the names of any persons that have had access to the document.
7. Pursuant to Federal Rule 26(a)(1) and Federal Rules 702, 703 and 705 of the Federal Rules of Civil Procedure, copies of documents furnished in response to this demand must be organized and labeled to correspond to the categories in the request.

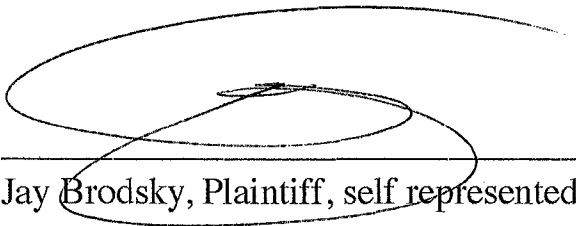
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8. **PLEASE TAKE FURTHER NOTICE**, that the foregoing demands are of a continuing nature, and that should information relating thereto become known in the future, then said information should be furnished to Plaintiff within a reasonable time after the acquisition thereof. If none of the above items exist, you are to so state in a sworn reply to this demand. Failure to comply with the foregoing demands will serve as the basis of a motion to preclude you upon trial of this action from offering evidence relating thereto, whether such evidence consists of written records or oral testimony.

Signed this 1st day of May, 2019 at Great Neck, New York:



Jay Brodsky, Plaintiff, self represented